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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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AMOS FINANCIAL LLC,	:	
	:	Case No.: 24-CV-_____
Plaintiff,	:	
v.	:	
	:	<u>COMPLAINT</u>
	:	
OLUWOLE ADEBOWALE,	:	
	:	
Defendant.	:	
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I. Introduction

The Plaintiff, Amos Financial LLC, pursuant to Fed. R. Civ. P. 69 and CPLR 5014, seeks a renewal judgment against the Defendant, Oluwole Adebawale. Amos further seeks a new judgment lien for a period of ten years from the date the court enters the renewal judgment.

II. The Parties

1. The Plaintiff, Amos Financial LLC (“Amos”) is a limited liability company organized under the laws of the State of Illinois with a principal place of business at 3330 Skokie Valley Road, Highland Park, IL 60035.

2. Amos has one member who is a resident of the State of Illinois.

3. The Defendant, Oluwole Adebawale (“Mr. Adebawale”) has a last known address of 1173 Dean Street, Brooklyn, NY 11216. Upon information and belief, Mr. Adebawale left the country to avoid prosecution. See

<https://www.justice.gov/archive/usao/nys/pressreleases/October09/operationbaddeedspr.pdf>

III. Jurisdiction and Venue

4. This Court has subject- matter jurisdiction over this case by virtue of the diversity of citizenship of the parties, pursuant to 28 U.S.C. § 1332(a)(2), in that the matter in controversy exceeds \$75,000.00 and is between a citizen of the State of Illinois and a Citizen of the State of New York.

5. Venue is proper in this district pursuant to 29 U.S.C. § 1391(b)(2) as the Judgment was entered in this Judicial District and because the events underlying the Judgment occurred in this District.

IV. Facts

6. On or about August 18, 2008 AmTrust Bank filed a complaint in Case 2:08-cv-03369 (TCP)(WCW) in the U.S. District Court for the Eastern District of New York against Mr. Adebowale, among other Defendants. Mr. Adebowale was accused of fraud in connection with a loan made by AmTrust Bank for Mr. Adebowale to acquire the property commonly known as 1173 Dean Street, Brooklyn, NY 11216. Doc. No. 1 at paragraphs 308 through 324.

7. Mr. Adebowale was served on September 9, 2008. Doc. No. 13. Mr. Adebowale did not file an answer and AmTrust Bank filed a motion for default judgment against Mr. Adebowale. Doc. No. 74. On or about June 16, 2009 a money judgment was entered against Mr. Adebowale in the amount of \$1,113,912.61 plus interest on this amount accruing at 9% until the judgment is paid in full (“Judgment”). Doc. No. 77.

8. On or about January 27, 2010 the FDIC as Receiver for AmTrust Bank was substituted in as the Plaintiff. Doc. No. 120. Amos Financial LLC subsequently acquired the Judgment from the FDIC.

9. On or about August 7, 2015 Amos filed a motion to enter partial assignment of judgment in order to assign the Judgment to Amos. Doc. No. 232. On or about October 14, 2015 the motion to enter partial assignment of judgment was granted. See Exhibit 1 attached hereto.

10. On or about June 24, 2009 a transcript of the Judgment against Mr. Adebowale was docketed with the Kings County Clerk of New York thereby creating a lien on any property owned by Mr. Adebowale in Kings County (“Judgment Lien”). See Exhibit 2 attached hereto. On or about February 23, 2015 the Judgment Lien of said transcript of judgment was assigned to Amos. See Exhibit 3 attached hereto.

11. More than ten years have elapsed since the Judgment was entered against Mr. Adebowale. More than ten years have elapsed since the transcript of the Judgment against Mr. Adebowale was docketed with the Kings County Clerk.

12. To date, no part of the Judgment has been satisfied. See Exhibit 4.

13. As of December 22, 2023 balance of the Judgment is \$2,570,177.87 which consists of the original principal amount of the Judgment, being \$1,113,912.61, plus post-judgment interest in the amount of \$1,456,265.26.

V. Causes of Action

Count 1. Renewal of Judgment and of Judgment Lien

14. Amos seeks a renewal judgment pursuant to CPLR 5014, for a period of ten years, in the amount of \$1,113,912.61, which is the original principal amount of the Judgment, plus post-judgment interest in the amount of \$1,456,265.26 as of December 22, 2023, with post-judgment interest at the rate of 9% from December 23, 2023.

15. Amos further seeks, pursuant to its renewal judgment, a new Judgment Lien for a period of ten years from the date the court enters the renewal judgment.

WHEREFORE, Plaintiff requests that the Court:

- 1) Enter a renewal judgment for the Plaintiff for a period of ten years, in the amount of \$1,113,912.61 plus post-judgment interest in the amount of \$1,456,265.26 as of December 22, 2023, with post-judgment interest at the rate of 9% from December 23, 2023.
- 2) Enter a new Judgment Lien for a period of ten years from the date the court enters the renewal judgment.

Respectfully Submitted,

/s/ Joseph Perl

Joseph, Perl

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Dated: January 15, 2024